

3. In her Complaint, Plaintiff alleged that she was employed by both Defendants and that Defendants constituted a single enterprise such that she was entitled to overtime pay for any hours worked for Defendants in excess of 40 hours per week. (Docket #2-1).

4. In her Complaint, Plaintiff sought to recover treble the amount of claimed unpaid overtime plus her attorneys' fees and costs based upon alleged violations of the Fair Labor Standards Act, the D.C. Minimum Wage Revision Act, and the D.C. Wage Payment and Collection Law. (Docket #2-1).

5. Defendants denied all such allegations.

6. During the course of settlement negotiations, Defendants produced evidence to Plaintiff to establish that, if Plaintiff prevailed in her claim that Defendants constituted a single enterprise, the amount of alleged unpaid overtime to which Plaintiff would be entitled would be \$3,035.56, meaning that the maximum amount of Plaintiffs' judgment would be \$9,106.68 plus attorneys' fees and costs.

7. Plaintiff accepted Defendants' calculations for the purpose of negotiating settlement.

8. The Parties ultimately reached agreement to settle all claims for \$7,500.00 (the "Settlement Agreement").

9. Defendants denied all alleged wrong-doing in the Settlement Agreement.

10. The Settlement Agreement included a global cross-release of all claims.

11. The Settlement Agreement also included confidentiality provisions, which is what has led the Parties to file this Joint Response under seal.

12. All Parties were represented by competent, experienced counsel and were advised of the risks inherent in a potential litigation of this matter.

13. The Parties agree that it was in their best interests to enter into the Settlement Agreement.

14. The Parties agree that the Settlement Agreement is fair and reasonable.

WHEREFORE, the Parties respectfully request that the Court approve the Parties' settlement and dismiss this action pursuant to the Joint Stipulation of Dismissal filed by the parties on March 25, 2015 (Docket #12).

This 6th day of April, 2015.

/s/ Mary Craine Lombardo

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**CERTIFICATE OF SERVICE**

This is to certify that I have this day, April 6, 2015, served the following with a true and correct copy of the within and foregoing **JOINT RESPONSE TO COURT ORDER REGARDING SETTLEMENT** via electronic mail as agreed between the parties:

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